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RESOLUTION NO. 2019-51

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF A \$622,975 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019, OF SAWYER COUNTY, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING ITS EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Board of Supervisors (the "Board") of Sawyer County, Wisconsin (the "County"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to the provisions of Wisconsin Statutes, Chapter 67 and Sections 67.045 and 67.12(12), the County is authorized to issue and sell its general obligation promissory notes for any public purpose.

1.02 The Board previously adopted a resolution on June 20, 2019 by a vote of at least three-fourths of the members-elect, directing the issuance and sale of its \$622,975 General Obligation Promissory Note, Series 2019 (the "Note") for the public purpose of financing the construction of an ambulance facility within the County (the "Project").

1.03 The Board now desires to specify additional matters relating to the Note including payment terms, form of the Note and annual levy amounts. If there is any conflict between the terms of this resolution and the prior resolution, the terms of this resolution shall control.

1.04 The County has solicited a proposal for the sale of the Note and received a proposal from Peoples Bank Midwest, located in Hayward, Wisconsin (the "Purchaser"), to purchase the Note to pay or provide for costs of the Project, and upon condition that the Note matures and bears interest at the time and annual rate set forth in Section 2. The County, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. All actions of the Chairperson and the County Clerk taken with regard to the sale of the Note are hereby ratified and approved.

Section 2. Terms and Form of the Note.

2.01 The Note shall be a single note, dated as of the date of delivery, in fully registered form, in the amount of \$622,975, with principal payable in annual installments on July 15 of each year commencing with the initial principal payment on July 15, 2020 in the principal installments and in the years stated below:

Principal Payment Date (July 15)	Principal Installments	Principal Payment Date (July 15)	Principal Installments
2020	\$60,960.88	2025	\$62,243.75
2021	\$54,939.16	2026	\$64,216.88
2022	\$56,680.73	2027	\$66,252.55
2023	\$58,477.51	2028	\$68,352.76
2024	\$60,331.25	2029	\$70,519.53

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The Note shall bear interest on the unpaid principal balance at the rate of 3.17% per annum. Interest shall be payable annually on July 15 of each year (each herein referred to as an "Interest Payment Date") commencing with the initial interest payment on July 15, 2020. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed

45 delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments
46 due, and (5) principal installments due.

47
48 2.02 The Note is prepayable, in whole or in part, on any day that is on or after one year from the date of
49 issuance of the Note at a price of par plus accrued interest to the date of redemption.

50
51 2.03 The Board hereby appoints the County Treasurer as registrar and transfer agent for the Note (such
52 officer or successor thereof is herein referred to as the "Note Registrar").

53
54 2.04 The Note shall bear interest at the annual rate stated therefor in Section 2.01. The County Treasurer
55 shall make all interest payments with respect to the Note by check or draft mailed to the registered owner of the
56 Note shown on the bond registration records maintained by the Note Registrar at the close of business on the 10th
57 day (whether or not on a business day) of the month of the Interest Payment Date at such owner's address shown
58 on such bond registration records.

59
60 2.05 A. The Note shall be prepared for execution in accordance with the approved form and shall
61 be signed by the manual signature of the Chairperson and attested by the manual signature of the County Clerk. In
62 case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note,
63 such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until
64 delivery.

65
66 B. The County Clerk is authorized and directed to obtain a copy of the proposed approving legal
67 opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to
68 dating thereof and cause the opinion to be attached to the Note. The County Clerk is authorized and directed to file
69 the opinion in the County offices.

70
71 2.06 A. The County shall cause to be kept at the principal corporate office of the Note Registrar a
72 note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the County shall
73 provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or
74 transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability
75 of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as
76 may be appointed by the Board.

77
78 B. Upon surrender for transfer of the Note at the principal corporate office of the Note Registrar, the
79 County shall execute and the Note Registrar shall authenticate and deliver, in the names(s) of the designated
80 transferee(s), one new note of a like aggregate principal amount, as requested by the transferor.

81
82 C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled
83 by the Note Registrar and thereafter disposed of as directed by the Board.

84
85 D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the County
86 evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such
87 exchange or transfer.

88
89 E. The Note presented for a transfer or exchange shall (if so required by the County or the Note
90 Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the County
91 and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in
92 writing.

93
94 F. The County may require payment of a sum sufficient to cover any tax or other governmental charge
95 that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly
96 provided in this Resolution to be made, without expense or without charge to the registered owner.

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G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the County of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.07 The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

2.08 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.09 Delivery of the Note and payment of the initial advance of the purchase price under the Note shall be made at a place mutually satisfactory to the County and the Purchaser. A typewritten and executed Note shall be furnished by the County without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Clerk to the Purchaser upon receipt of the purchase price or initial advance plus accrued interest.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SAWYER COUNTY

R-1 \$622,975

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019

Rate	Date of Original Issue	Maturity Date
3.17%	December ____, 2019	July 15, 2029

REGISTERED OWNER: PEOPLES BANK MIDWEST

Sawyer County, Wisconsin (the "County"), for value received, promises to pay to the registered owner specified above (the "Holder"), or registered assigns, the principal sum of Six Hundred Twenty-two Thousand Nine Hundred Seventy-Five Dollars (\$622,975) payable in annual installments on the following Principal Payment Dates and in the following principal installments:

Principal Payment Date (July 15)	Principal Installments	Principal Payment Date (July 15)	Principal Installments
2020	\$60,960.88	2025	\$62,243.75
2021	\$54,939.16	2026	\$64,216.88

2022	\$56,680.73	2027	\$66,252.55
2023	\$58,477.51	2028	\$68,352.76
2024	\$60,331.25	2029	\$70,519.53

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together with interest on the outstanding principal amount from the date hereof or the most recent Principal Payment Date to which interest has been paid, at a rate of 3.17% per annum, calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board, such interest being payable on July 15 of each year (each referred to herein as an "Interest Payment Date"), with the first interest being payable on July 15, 2020. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft from the office of the County Treasurer. The County Treasurer shall make all interest payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the County Clerk at the close of business on the 10th day of the month of the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of the final principal installment on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the County to the extent of the payments so made. Payment of the July 15, 2029 principal installment shall be made when due upon presentation and surrender of this Note to the County Clerk. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and resources of the County are irrevocably pledged.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

This Note is issued by the County in the amount of \$622,975 pursuant to the authority contained in Wisconsin Statutes, Chapter 67, and Sections 67.045 and 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on June 20, 2019 and an additional resolution adopted by the governing body of the County on December 12, 2019 (the "Resolution"), for the public purpose of financing the construction of an ambulance facility. The Note is payable from the Series 2019 Promissory Note Debt Service Account in the County's Debt Service Fund and a direct annual ad valorem tax has been levied upon all of the taxable property within the County, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

This Note has been designated by the County as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Note is prepayable, in whole or in part, on _____, 2020, or on any day thereafter, at a price of par plus accrued interest to the date of redemption.

The Note is issued as a fully registered note without coupons, in the denomination of \$622,975. The County will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, all of like tenor except as to number and principal amount. This Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the County shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

191 IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of
192 the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a
193 valid and binding general obligation of the County in accordance with its terms, have been done and do exist in
194 form, time and manner as so required; that all taxable property within the limits of the County is subject to the levy
195 of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without
196 limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the County to
197 exceed any constitutional or statutory limitation.
198

199 IN WITNESS WHEREOF, Sawyer County, Wisconsin, by its governing body, has caused this Note to be
200 executed in its name by the signatures of the Chairperson and the County Clerk and its corporate seal or a true
201 facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

202 ATTEST:

203 Carol Williamson
204
205
206 County Clerk

[Signature]
Chairperson

207 (SEAL)

208 Date of Execution: December 12, 2019

212 REGISTRATION CERTIFICATE

213 This Note must be registered as to both principal and interest in the name of the owner on the books to be
214 kept by the County Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner
215 or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of
216 the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the County
217 Clerk in the name of the registered owner last noted below.
218
219

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Clerk</u>
12/___/2019	Peoples Bank Midwest 10583 Main Street P.O. Box 391 Hayward, WI 54843 Federal Taxpayer I.D. No.:	_____

220
221 ASSIGNMENT

222 FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

223
224
225
226 (Name and Address of Assignee)

227
228 _____ Social Security or other
229 _____ Identifying Number of
230 _____ Assignee

231
232 the within Note and all rights thereunder and does hereby irrevocably constitute and appoint
233 _____ attorney to transfer
234 the said Note on the books kept for registration thereof with full power of substitution in the premises.
235

236 Dated: _____
237
238

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

246 Signature Guaranteed:
247
248
249 _____
250 (Bank, Trust Company, member of
251 National Securities Exchange)
252

253 Section 4. Borrowed Money Fund; Debt Service Fund.
254

255 4.01 A The Series 2019 Borrowed Money Fund. There is hereby created a separate and special
256 fund designated as the Series 2019 Borrowed Money Fund (the "Borrowed Money Fund"), which shall be used
257 solely for payment of costs of constructing the Project. Proceeds of the Note shall be drawn and credited to the
258 Borrowed Money Fund. The monies in said fund may from time to time be invested as provided in Section 66.0603,
259 Wisconsin Statutes. Upon completion of such capital improvements as described in Section 1.02 hereof, and after
260 payment in full of all costs thereof, any balance on hand in the Borrowed Money Fund shall be credited to the Debt
261 Service Account.
262

263 B. Debt Service Fund. There is hereby established in the treasury of the County, if it has not already
264 been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall
265 be maintained in accordance with generally accepted accounting principles. Sinking funds established for
266 obligations previously issued by the County may be considered as separate and distinct accounts within the Debt
267 Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the Series
268 2019 Promissory Note Debt Service Account.
269

270 C. The Series 2019 Promissory Note Debt Service Account. To the Series 2019 Promissory Note
271 Debt Service Account (the "Debt Service Account") there is hereby pledged and irrevocably appropriated and there
272 shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2)
273 all investment earnings on funds in the Debt Service Account; (3) accrued interest, if any, received upon delivery
274 of the Note; (4) surplus monies in the Borrowed Money Fund as specified in Section 4.01A hereof; and (5) any and
275 all other monies which are properly available and are appropriated by the County to the Debt Service Account
276 including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus
277 remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the
278 amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for
279 any purpose other than the payment of principal of and interest on the Note until all such principal and interest has
280 been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on
281 the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct
282 obligations of the United States of America maturing in time to make such payments when they are due; and (ii)
283 any funds over and above the amount of such principal and interest payments on the Note may be used to reduce
284 the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Note as permitted
285 by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of
286 America, or in other obligations of the County, which investments shall continue to be a part of the Debt Service
287 Account. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any

288 money remaining in the Debt Service Account shall be deposited in the general fund of the County, unless the Board
289 directs otherwise.

290
291 4.02 Debt Service Levy.

292
293 A. For the purpose of paying the principal of and interest on the Note as the same become due, the full
294 faith, credit and resources of the County are hereby irrevocably pledged and there hereby is levied on all the taxable
295 property in the County a direct, annual, irrevocable tax in such years and in such amounts as are sufficient to meet
296 such principal and interest payments when due; said tax is hereby levied in the years and in the amounts shown on
297 Exhibit A hereto, which is incorporated by reference as though fully set forth herein.

298
299 B. The County shall be and continue to be without power to repeal such levy or obstruct the collection
300 of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall
301 be, from year to year, carried into the tax rolls of the County and collected as other taxes are collected, provided
302 that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in
303 the Debt Service Account created in Section 4.01C hereof.

304
305 4.03 Payment of Costs of Issuance. The County agrees to pay the costs of issuance of the Note as set
306 forth in the officers' certificate on the Closing Date.

307
308 Section 5. Certificate of Proceedings.

309
310 5.01 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and
311 to bond counsel certified copies of all proceedings and records of the County relating to the authorization and
312 issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating
313 to the legality and marketability of the Note as such facts appear from the official books and records of the officers'
314 custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any
315 heretofore furnished, constitute representations of the County as to the correctness of facts recited therein and the
316 actions stated therein to have been taken.

317
318 5.02 The County Clerk shall provide and keep a separate record book and shall record a full and correct
319 statement of every step or proceeding had or taken in the course of authorizing and issuing the Note.

320
321 5.03 In the event of the absence or disability of the Chairperson or County Clerk, such officers of the
322 County or members of the Board as in the opinion of the County's attorney may act in their behalf shall, without
323 further act or authorization, execute and deliver the Note, and do all things and execute all instruments and
324 documents required to be done or executed by such absent or disabled officers.

325
326 Section 6. Tax Covenants.

327
328 6.01 A. The County hereby covenants not to use the proceeds of the Note, or to cause or permit
329 them to be used, in such a manner as to cause the Note to be a "private activity bond" within the meaning of Sections
330 103 and 141 through 150 of the Code.

331
332 B. The County covenants and agrees to comply with requirements under the Code necessary to
333 establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note,
334 including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on
335 amounts invested at a yield greater than the yield on the Note, and (3) the rebate of excess investment earnings to
336 the United States if the gross proceeds of the Note are not expended for the purposes of the Note in accordance with
337 the requirements of the small-issuer exception and the regulations thereunder.

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340 C. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate
341 requirements, the County finds, determines and declares:

- 342
- 343 (1) the County is a governmental unit with general taxing powers;
 - 344
 - 345 (2) the Note is not a "private activity bond" as defined in Section 141 of the Code;
 - 346
 - 347 (3) 95% or more of the net proceeds of the Note are to be used for local governmental activities
348 of the County;
 - 349
 - 350 (4) the aggregate face amount of the tax-exempt obligations (other than private activity bonds)
351 issued by the County during the calendar year in which the Note is issued is not reasonably expected to
352 exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.
 - 353

354 D. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section
355 265(b)(3) of the Code, the County hereby makes the following factual statements and representations:

- 356
- 357 (1) the Note is not a "private activity bond" as defined in Section 141 of the Code;
 - 358
 - 359 (2) the County hereby designates the Note as a "qualified tax-exempt obligation" for purposes
360 of Section 265(b)(3) of the Code;
 - 361
 - 362 (3) the reasonably anticipated amount of tax-exempt obligations (other than private activity
363 bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the
364 County (and all entities whose obligations will be aggregated with those of the County) during the calendar
365 year in which the Note was issued will not exceed \$10,000,000; and
 - 366
 - 367 (4) not more than \$10,000,000 of obligations issued by the County during the calendar year in
368 which the Note was issued have been designated for the purposes of Section 265(b)(3) of the Code.
 - 369

370 E. The County shall use its best efforts to comply with any federal procedural requirements which
371 may apply in order to effectuate the designation made by this section.

372

373 Section 7. Post-Issuance Tax Compliance. The Board of Supervisors has been provided with a Post-
374 Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which shall apply to qualifying
375 obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-
376 advantaged obligations (collectively, the "Policy and Procedures"). The Board of Supervisors hereby approves the
377 Policy and Procedures which have been presented to the Board of Supervisors. The County Treasurer is designated.

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379 *(remainder of page intentionally left blank)*
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Adopted: December 12, 2019.


Chairperson

Attest:


County Clerk

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EXHIBIT A

**GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019
SAWYER COUNTY, WISCONSIN**

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2019/2020	\$72,755.01
2020/2021	\$72,755.01
2021/2022	\$72,755.01
2022/2023	\$72,755.01
2023/2024	\$72,755.01
2024/2025	\$72,755.01
2025/2026	\$72,755.01
2026/2027	\$72,755.01
2027/2028	\$72,755.01
2028/2029	\$72,755.00